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FOR MYSORE STATE

Development (1950) Department

NLS SERIES.

G.O. No. 1686

Dated 26-4-(52)

[Despatch Abstract.]

Textile — Mill cloth — Price control and distribution — Appointment of Textile Commissioner for South India and Mill cloth — Agreement to be executed — Draft agreement — Approved

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Abstract:

TEXTILES - Mill cloth - Procurement and distribution - Appointment of wholesale consignees for South India Mills - Agreement to be executed - Draft agreement - Approved.

Development Department.

G.O.Ms.No.1686 Dated 26th April 1950.

Read:-

From the Director of Controlled Commodities Madras letter no.Rc.C4.141325/49 dated 31-3-50.

ORDER

His Excellency the Governor of Madras approves the draft form of ~~of~~ the agreement to be executed by the wholesale consignees for South Indian Mills submitted by the Director of Controlled Commodities as revised and appended to this order.

(By Order of His Excellency the Governor).

Sd/- xx
Secretary to Government.

To the Director of Controlled Commodities, Madras.

(True Copy)

RB: 28-7.

APPENDIX

XXXXX

P.T.O.

APPENDIX

THIS AGREEMENT is made this .... day of .... one thousand nine hundred and fifty between His Excellency the Governor of Madras (which expression shall where the context so admits include his successors in office and assigns) of the one part AND ..... son of ..... residing at and carrying on business (hereinafter referred to as the "WHOLESALE CONSIGNEE" which expression shall where the context so admits include his heirs, executors, administrators, legal representatives and assigns) of the other part.

Whereas the said ..... has been appointed as the Wholesale Consignee in the district of ..... to procure and distribute the cloth bales allotted to the district on the terms and conditions hereinafter appearing.

Now, THIS AGREEMENT witnesses and the parties hereto respectively hereby agree as follows:--

1. The Wholesale Consignee shall carry out the instructions that may be issued to him in this regard from time to time by the Director of Controlled Commodities, Madras, or the Collector of the District concerned.

2. The Wholesale Consignee shall keep open his accounts for inspection by the Director of Controlled Commodities, Madras, or the Collector of the district concerned or any of his/authorised subordinates by him in this behalf at all reasonable times during office hours . on all working days.

3. Every month the Director of Controlled Commodities shall allot in the name of the consignee, the quantities and varieties of cloth from the mills in this State intended for distribution by him in his district. Out of this allotment, the consignee shall purchase only such qualities and varieties as are popular and easily saleable in the district in which he is appointed as wholesale Consignee. He shall purchase the cloth allotted to him within the time prescribed therefor by the Director of controlled Commodities from time to time. The quantities of cloth which are not purchased by him within the prescribed time will accrue to the mills for disposal to licensed dealers of their own choice.

4. The wholesale consignee shall arrange to purchase the quanitity allotted to him every month on his own account and with his own finance He shall arrange to transport the cloth purchase by him to his place of business in the district for which he is appointed as wholesale consignee every month, subject to the instructions that may be issued to him

from time to time by the Director of Controlled Commodities, Madras, or the Collector of the district concerned.

5. It shall not be obligatory on the whole sale consignee to insure the goods while in transit. If he insures the goods in his own interest, he will have to bear the insurance charges himself from his commission.

6. The Whole sale consignee shall make his own arrangement for the ware-housing of the goods and for insurance against all usual risks of loss and or damage at his own expense.

7. The whole sale consignee shall sell the cloth procured by him every month to the licensed dealers in accordance with the instructions issued to him from time to time by the Director of Controlled Commodities Madras, or the Collector of the district concerned. He shall make his own arrangements for keeping the goods in safe custody till they are sold and actually delivered to the dealers.

8. It will be the duty of the whole sale Consignee to furnish to the Director of Controlled Commodities, Madras and or the Collector of the district concerned, detailed information in Form I which forms part of this agreement, prescribed in the Appendix to the terms and conditions of his appointment, showing the total number of bale allotted, total number of bales actually purchased and the total number of allotted bales not purchased. The return shall be sent within a period of seven days after the purchases are over.

9. The wholesale consignee shall be allowed to charge (one and one half per cent) 1.5% on the ex-mill value of the goods as his remuneration for his work as whole sale consignee. He may charge in addition, the following expenses against his purchases;

1. Actual railway freight in proportion to the value of the bales of goods;

2. Cartage from mill to the railway station at the procuring centres. The handling and other charges incidental to the clearing of the bales at ~~xxxxx~~ the receiving railway station (at or near his place of business, but transport to his godown shall be borne by himself out of his commission:

3. Sales tax charged by the mill;

4. The excise duty collected by the mill;

10. Within a period of 24 hours of his receipt of any bales of goods in the district to which he is appointed as wholesale Consignee, he shall send intimation to the Collector of the district concerned, the Textile Inspectors and the Piece-goods merchants Association if any, in the district,

in Form II which forms part of this agreement, prescribed in the Appendix to the terms and conditions of his appointment so as to enable the dealers to gather information about the arrival of consignments from time to time. In respect of cloth specifically allotted for processing, the Wholesale Consignee shall intimate to each of the processors allotted to him individually the receipt of such cloth and wait for a period of ten days from the respective dates of intimation to each of such processors to allow him to purchase his individual quota

11. During the period of 10 days commencing from the date on which Form II is despatched, the whole sale Consignee shall sell the cloth only to licensed dealers within the district concerned subject to the following conditions:

> The whole sale consignee shall not sell more than five bales in all in a calendar month to a dealer within the period of ten days referred to in clause 10. If two or more consignments are received in a calendar month, a dealer will be allowed to purchase only once within the period of 10 days referred to in clause 10 but he shall not purchase more than 5 bales in all, in the calendar month. The wholesale consignee may sell to each dealer only a proportionate share of each variety and quality in stock on hand at the time. By proportionate share is meant the ratio of 5 bales (the maximum a dealer in allowed to purchase in a calendar month) to the total stock of cloth on hand with the consignee on the date of sale. This proportion is applicable to each quality and variety. No dealer shall be required to purchase any cloth which he does not desire to purchase:

12. The consignee may sell either in full bales or in loose pieces to any dealer within the time prescribed (viz. within 10 days from the date on which Form II is despatched). During the period of 10 days referred to in clause 10 the wholesale consignee may transfer to his own shop as a dealer his due share of cloth on a proportionate basis as in the case of any other dealer, as described in caluse 11 above. He shall not however sell any quanity of cloth to dealers in districts other than his own until the expiry of the said period of ten days.

13. The wholesale consignee shall distribute the cloth specifically allotted for processing, only to processors of the district allotted to him by the Collector of the district concerned within the period of 10 days referred to in clause 10 from the date of despatch of instructions to individual processors. During this period, he shall not transfer any portion of the said cloth to his own shop as a dealer nor shall he sell to other dealers or processors who are not allotted to him by the Collector of the district concerned. After the expiry of the said period of 10 days he may sell the cloth (allotted for processing which remains unsold, to any dealer or processor or transfer the stocks to his own shop, if he so desires.

14. The whole sale consignee should maintain daily and monthly stock registers in Forms III and IV prescribed. He should also send a monthly stock return in the same form as the monthly stock register to the Collector of the district concerned, so as to reach him on or before the 5th day of the succeeding month. A copy should also be sent to the Textile Inspectors having jurisdiction. The bill to be issued by the whole sale consignees to the dealers in respect of the sales of cloth from the mills in this State should be in the Form V prescribed.

15. A licence under the Madras Cloth (Dealers) Control Order, 1948 is necessary to store and distribute mill cloth. If any whole sale consignee does not already hold a licence as a dealer in mill cloth then he will have to obtain a whole sale Consignee's licence from the Collector concerned, after paying the necessary deposits.

16. The Whole sale Consignee shall collect sales tax on the bales sold by him to dealers and processors as the dealers and processors are unable to pay the same to the Government of Madras (hereinafter Called "the Governor".

17. If the Wholesale Consignee commits any default in carrying out all or any of the conditions set out above, the sum of Rs.200/- (rupees two hundred only) which has been deposited by him for the due, faithful and proper discharge of his undertakings herein shall be forefeited to the Government on the orders of the Director of controlled Commodities, Madras wihtout prejudice to any other rights and remedies that the Government may have against him in respect of any such default.

In witness whereof ---- Collector of ---------- district acting for and on behalf of and by the order and direction of His Excellency the Governor of Madras and Mr. /Sri ..... whole sale consignee have hereunto set their respective signatures.

Signed by the above named in the presence of

Signed by the above named in the presence of

Sd/- xx
for Director of Controlled Commodities.

K.V. Ambujakshi RB: 23.7
K. Shankar 10/8/53

(True Copy)

Superintendent.